APPENDIX D.

LICENSE FOR RETAIL SALE OF ARRACK (SECTIONS 12 AND 13 OF ACT XXII OF 1881.)

Retail Arrack License to Separate Shop-keepers.

Register No.

Name of License-holder

Names of Vendors and Shopmen

Locality

I.....,Deputy Commissioner,.....District do hereby grant a license for the retail vend of arrack manufactured in the Mysore State, to.....

at .....in the.....

on the following conditions :—

I. The amount for which the privilege has been purchased shall be payable into the local Government Treasury in equal monthly instalments commencing from July 189 ; each instalment shall be regarded as the rent for the month in respect of which it is payable. Each month's rent shall be payable on or before the 20th of the same month. If default is made, the Amildar may, with the sanction of the Deputy Commissioner, declare by record in writing that the lease is forfeited, and proceed to re-sell the shop as soon after the last day of the month as may be possible. The deposit made by the licensee shall be taken in payment of the instalments due in the last two months of the period of the lease. Provided, however, that when the shop is re-sold the deposit shall, at the discretion of the Deputy Commissioner, be either forfeited or be appropriated towards the arrears due by the defaulter, as well as towards the deficits, if any, arising from the re-sale of the shop. The balance of such arrears and deficits, if any, shall be recoverable from the licensee under the rules in force for the recovery of arrears of land revenue. No remission or abatement of the rent or compensation shall, on any account whatever, be claimable by the licensee. Interest at 6 per cent per annum shall be recoverable on all arrears from the date of default, and on deficits from the date of re-sale.

II. The privilege conferred by the license extends only to the sale of arrack of the strength of 20° under-proof. But it shall not extend to the sale of double-distilled country spirits and other special liquors of whatever strength manufactured at the Government Central Distillery, Bangalore, and which the Foreign liquor shop-keepers alone are permitted to sell.

III. This license is not transferable by sale, gift, mortgage or otherwise without the previous sanction of the Excise Commissioner, and no persons except such as are named herein shall have power to act under it. The resignation of the license will be summarily rejected by the Deputy Commissioner.

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IV. The vendor or vendors shall, equally with the license-holder, be responsible in the penalties herein set forth for breach of any of the coditions of the license.

V. The license-holder shall purchase arrack from the Manufacturer who is authorized to manufacture arrack and other country spirits, or from a Bonded Depôt established under the sanction of Government. The rates to be charged by Manufacturer for arrack supplied by him, are as under, per Imperial gallon :—

	Rs.	a.	p.
For arrack 20° under-proof			
For arrack of lower strength. °Proportionately according to Casella's rules.			

VI. *The license-holder shall pay a Registration fee under Section 58 of the Municipal Regulations at the rate of Rs. (180) one hundred and eighty per annum or for any portion of the year in advance for the time this license is granted, and he shall pay a Surcharge of (4) four annas per gallon on all arrack sold by him in excess of 55 gallons a month.

VII. The above rates are in addition to excise duty at Rs. per gallon of 20° under-proof, which shall be prepaid to Government before the removal of the arrack from a Bonded Depôt established by Government. The licensee shall pay the above duty and price to a special Shroff appointed on this behalf at the cost of Government, and located at the Taluk Cutcherry to receive such duty and price *daily* including Sundays and holidays; and shall obtain a receipt in the prescribed printed form. On production of such receipt and an indent for the supply of the arrack covered by the receipt, the Bonded Depôt-keeper shall issue the quantity of arrack equal to the amount of duty shown in the said receipt which will be forwarded to the Excise Commissioner's Office under the endorsement of the Bonded Depôt-keeper aforesaid, as to the date and hour when the arrack was issued. The Depôt-keeper aforesaid shall issue a pass in the prescribed form for the transport of arrack from the Bonded Depôt.

VIII. Sales of arrack under this license shall be made only in the shop for which this license is granted at the rate of Rs. As. per gallon of 20° under-proof, and at proportionate rates for lower strengths. The measures to be used shall be only those as may from time to time be prescribed by Government; and they shall always be kept clean. For sales of arrack of lower strength than 20° under-proof, the special orders of the Deputy Commissioner shall be obtained.

IX. They (license-holder or vendor or vendors) shall not sell nor give any arrack to any individual to convey out of their shops or premises, except that they may do so up to one quart bottle only to respectable persons on special passes issued by the Excise Department.

X. They (license-holder or vendor or vendors) shall not sell nor give any arrack in any quantity whatever, either directly or indirectly, to any European Non-Commissioned or Warrant Officer, or Private Soldier, or to any European or East Indian woman connected with or related to men of these classes; nor to any European Sailor, Sepoy, Member of the Police or Excise Staff or Servant of a Railway Company, whilst on duty; nor to any European vagrant under escort of Police; and they shall not permit drunkenness or disorderly behaviour in their shops or premises, nor suffer any gambling whatsoever therein, and shall not knowingly permit prostitutes or persons of notoriously bad character to meet or remain therein, or wilfully harbour or conceal therein, soldiers or others, knowing or having reason to believe that such soldiers or others to be deserters; nor shall they permit more than two drams to be drunk by the same person at the same time on their premises.

XI. They (license-holder vendor or vendors) shall not receive any articles whatsoever in barter or pledge. Payment for arrack shall be received by them in ready money only, and they shall not knowingly sell or give any arrack to any person under 12 years of age.

*Rules VI and XVI are applicable only to Bangalore and Mysore Towns.

XII. (*a*) The license-holder or vendor shall not keep in his shop, offer for sale or sell any arrack except the arrack supplied by Government; neither shall he keep in his shop, offer for sale or sell arrack of any other strength than 20° under-proof without special permission. The arrack kept in his shop, offered for sale or sold, shall be unadulterated and undiluted.

(*b*) No water or other beverage, or liquor other than arrack, of any quantity whatever shall be kept or sold in the shop in which arrack is sold, or on the person or in possession of the license-holder or vendor or any of his employés in the shop.

XIII. Bad characters shall not be allowed to resort to the shop, and gaming, disorderly conduct, &c., therein shall be prevented; and information of suspicious characters shall be given to the Magistrate or Police Officer.

XIV. The license-holder shall fix in a conspicuous place outside of his shop a board on which shall be legibly printed his name and the number of his shop and the articles he is licensed to deal in.

XV. The license and shop accounts which shall be true and correct, shall be produced for inspection to the Deputy Commissioner or any Magistrate having local jurisdiction or any Officer acting under the warrant of a Magistrate, or any Excise Officer authorized to require such production; and entry to the shop shall be allowed to any Police Officer of and above the rank of Chief or Head Constable, or to any Excise Officer at any hour. The sales of arrack of lower strength than 20° under-proof shall be accounted for separately in the prescribed forms.

XVI. *The amount of fees payable from the shops under Condition VI above, shall, in the Towns of Bangalore and Mysore, be paid to the Officers appointed by the President, Municipal Commission, to receive the same.

XVII. The following stock shall always remain on hand and not be trenched upon :—

	Arrack.	Remarks.
In the Towns of Bangalore and Mysore and in the Gold Fields.	2 Gallons.	

XVIII. The shop shall be closed by 9 P. M., and not be opened before 6 A. M., except on special permit in cases of festivals, &c.

XIX. The shop shall have only one door, and no windows or other openings shall be allowed to the rear or at the ends of the building. The bar at which the arrack is sold shall be opposite the entrance door, and so situated that all persons inside can be seen by any one passing to and fro in the street, and no second room shall be used for the sale of arrack, or be kept open for customers.

XX. A breach of any one of the above conditions and restrictions will subject the holder of the license and shop-vendor, on conviction before a Magistrate, to fine under Act XXII of 1881 or to forfeiture of the license under Section 13 of the Act, or both. The license-holder shall further conform himself to all such Rules, as may, from time to time, be framed and published under the provisions of the Excise Act No. XXII of 1881 or other Regulation for the time being in force, and any breach of such Rules shall subject him to the penalties provided by the said Act.

XXI. This license shall continue in force till the . . . . . 189 , and no longer.

Dated

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Schedule showing the boundaries of the shop.

Street and Door No. or other particulars.	Bounded on the—				Remarks.
	North by	East by	South by	West by	

Received from ..... the sum of Rupees (180) one hundred and eighty only on account of Registration fee for opening the shop in accordance with the above license from.....to.....189 .

President, Municipal Commission,
Town of

Registered as No.....in the Police Office.

Dated

Dt. Supt. of Police.

Impress Stamp.

Deputy Commissioner,
District.

Counterpart engagement.

We the undersigned, the above named license-holder and vendor, for ourselves and our heirs, legal representatives and assigns, hereby agree to all the terms and conditions written, printed and expressed in the above license.

Signed, sealed and delivered in our presence, at the..... Amildar's Cutcherry, this.....day of..... 189 .

Witnesses

1.
2.
3

License-holder and Vendor.

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APPENDIX R.

No.

License granted to persons placed in charge of Bonded Depots under Arrack Distributing Contractor appointed by Government.

I, ..., Deputy Commissioner of the .....District, under the provisions of the Excise Act XXII of 1881, hereby license you, ... appointed to the charge of the Bonded Depôt at..... by .....who has been granted the right of conveying Arrack and other Country Spirits under bond from the Central Distillery to the various Bonded Depôts in the Mysore State for the year 189 -9 , subject to the following conditions and stipulations to be observed by you, the said.....

CONDITIONS.

You shall place this license in a conspicuous place in your depôt.

2. You shall not mix, or knowingly permit any other person to mix, in the arrack and other country spirits under your charge, any ingredient pernicious to health, or other noxious material intended or supposed to increase the power of the spirit or to add to its intoxicating quality.

3. You shall issue arrack only to licensed farmers and separate shopkeepers attached to your depôt, on production of Treasury Receipt, in proof of the payment of duty and price of arrack, and double-distilled country spirits to hospitals and other public institutions on production of similar receipts.

4. You shall issue permits in the prescribed form for the transit of arrack from your depôt to the shops dependent thereon.

5. You shall not open your depôt before sunrise.

6. You shall not keep your depôt open after 8 P. M.; nor shall you allow any one to remain in your depôt during night after that hour.

7. You shall not receive any grain, jewels, goods, wearing apparel or other article in barter or in pawn for arrack; but, on the offer of any such, shall give information to the nearest Magistrate or Police officer.

8. You shall not allow any quantity of spirits to be removed by any individual from your depôt on any pretence whatever, without a valid permit.

9. You shall keep an account showing the quantity and strength of arrack and other spirits received in your depôt, the quantity and strength of arrack and other spirits issued, and the quantity and strength of those remaining unissued each day. Such accounts shall be in such form as may be prescribed by the Excise Commissioner or Deputy Commissioner, and shall be produced for the inspection of the Deputy Commissioner or of any Officer appointed by him for the purpose of inspecting them, or of an Excise Officer, whenever required. The issues of spirits of higher or lower strengths than 20° under-proof shall be accounted for separately in the prescribed form.

10. You shall be bound to furnish such returns and information as may, from time to time, be required by the Exsise Commissioner or Deputy Commissioner.

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11. You shall not keep in your depôt any arrack and other spirits except those supplied by the Government contractor; neither shall you keep in your depôt, arrack of any other strength than 20° under-proof without special permission. The arrack and other spirits kept in your depôt shall be unadulterated and undiluted.

12. You shall not keep arrack and other spirits at any other place than that specified in this license.

13. You shall use such measures as may, from time to time, be prescribed by Government.

14. Such measures shall be tested and stamped by the Excise Department.

15. You shall keep, if required to do so by the Excise Commissioner, an hydrometer of the prescribed description.

This license may be recalled by me at any time.

Dated the day of 189 .

Schedule showing the boundaries of the Depôt.

Street and Door No. or other particulars.	Bounded on the				Remarks.
	North by	East by	South by	West by	

Deputy Commissioner.

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No

Counterpart Agreement to be executed by persons placed in charge of Bonded Depot under Arrack Distributing Contractor.

I, ...son of ....., residing at..... appointed to the charge of a Depôt at..... .....by ....who has been granted the exclusive privilege of distributing Arrack and other Country Spirits to the farmers and separate shop-keepers in the various Districts except Bangalore, from the..... .....day of..... .....189 , to the .....day of.....189 ; having been licensed by the Deputy Commissioner of the District of..... .....to issue Arrack and other Country Spirits in the said Depôt from the..... day of.....189 , to the.....day of .....189 , do for myself, my heirs, my legal representatives and assigns, hereby agree with the said Deputy Commissioner that I will well and truly observe and perform the conditions and stipulations contained in the license, No.....dated the.....day of.....189 , issued to me by the said Deputy Commissioner.

Dated the..... .....day.....189

Signature.

Witnesses :—

1.

2.

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APPENDIX S. (i)

Form of Contract Bond to be executed by the Government Contractor for carriage of Arrack and other Country Spirits to the Bangalore City Bonded Depôt.

WHEREAS I, , have been granted by the Government of Mysore for the period of five years beginning with the 1st of July 1897, and ending with the 30th of June 1902, the right of conveying arrack and other country spirits from the Central Distillery *under bond* to the Depôt in the City of Bangalore, in quantities sufficient to meet the demand of the separate shops dependent on such Depôt, and whereas the said Government has agreed to pay me the remuneration hereinafter described, I, the said , for myself, my heirs, legal representatives, and assigns hereby agree and bind myself to all the terms and conditions hereinafter set forth :—

(1) that I hold myself responsible to Government for the correct delivery of the requisite supplies of arrack at 20° under-proof to the separate shop-keepers, in the said Bonded Depôt at the City of Bangalore, on production of Treasury receipts in proof of prepayment of duty and price of such arrack ;

(2) that in special cases sanctioned by the Deputy Commissioner, I shall be bound to carry the requisite supply of arrack to any altered locality of the existing Depôt, provided the expense to me is not likely to be greater than supplying the present Depôt ;

(3) that as remuneration for my contract, the Government shall pay me, at the end of each month, an amount calculated at the rate of for every gallon of arrack conveyed by me from the Central Distillery to the Depôt, and shall allow me no wastage under any circumstances whatsoever ;

(4) that the usual establishment required for such Depôt and the house rent shall be paid for by myself ;

(5) that the establishment at the Depôt shall keep such accounts as may be prescribed by the Excise Commissioner, and shall be under the control and orders of myself, and regard themselves as my servants ;

(6) that I shall conform to the Excise laws and rules now in force, and which may from time to time be issued by Government, and also to such rules of practice as may be prescribed by the Excise Commissioner ;

(7) that for the due fulfilment of the terms of this contract, I hereby deposit in the Huzur Treasury the sum of rupees one thousand in cash, (or Government Securities duly endorsed in favor of the Dewan) ;

(8) that I equally with the Depôt-keeper shall be bound by the conditions of the Depôt license, Appendix R of Arrack Rules ;

(9) that I shall be bound to dismiss any of my servants on the requisition of the Excise Commissioner or the Deputy Commissioner of the Bangalore District, and appoint qualified men instead without delay ;

(10) that I shall be bound to make good the loss accruing to Government and the separate shop-keepers by short stock or no stock in the said Depôt, or by my neglect or carelessness in not conveying the necessary supplies of arrack to the Depôt in due time.

(11) that as the liability of the manufacturers ceases on delivery by them of arrack to me at the Distillery, all further liability or responsibility to account for the whole quantity of such arrack thenceforth, shall rest with me, and any diminution from any cause whatever, (Acts of God and the State's enemies and robbery by vis major excepted), shall be made good by me at the prescribed rate of still-head duty and price per gallon of 20° under-proof, and proportionately for higher or lower strengths ;

(12) that in case of any breach of the laws and rules or of the aforesaid conditions, or in case of any attempt at fraud by my servants, agents or employés, it shall be competent to the Excise Commissioner to impose upon them, or upon myself in the event of my neglect, a fine not exceeding Rs. 50 for every such breach or neglect, or, at the option of the Excise Commissioner to declare the money deposited by me forfeited ; and to cancel the contract with the previous sanction of Government ;

(13) that the imposition of a fine or the forfeiture of the deposit, or the cancelment of the contract, shall not be held to prevent prosecution for any offence committed under any law for the time being in force ; and

(14) that this contract shall not be transferable except with the consent of the Excise Commissioner subject to the approval of Government.

In witness whereof I, , hereunto set my hand and seal this day of 189 .

Sealed, signed and delivered in the presence of us :—

Witnesses :—

1.

2.

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APPENDIX S. (ii)

Form of Contract Bond to be executed by the Government Contractor for carriage of Arrack and other Country Spirits to Bonded Depôts.

WHEREAS I, , have been granted by the Government of Mysore, for the period of five years beginning with the 1st of July 1897, and ending with the 30th of June 1902, the right of conveying arrack and other country spirits from the Central Distillery *under bond* to the various Depôts in the Districts of Kolar, Tumkur, Mysore, Hassan, Kadur, Shimoga, and Chitaldrug, in quantities sufficient to meet the demand of farms and separate shops dependent on such Depôts, and whereas the said Government has agreed to pay me the remuneration hereinafter described, I the said , for myself, my heirs, legal representatives and assigns hereby agree and bind myself to all the terms and conditions hereinafter set forth :—

(1) that I hold myself responsible to Government for the correct delivery of the requisite supplies of arrack at 20° under-proof to the various arrack vend renters or farmers and separate shopkeepers, in the said Bonded Depôts, and of other country spirits for the use of hospitals, dispensaries, &c., on production of Treasury receipts in proof of prepayment of duty and price of such arrack and of the price of other country spirits for the use of hospitals, &c.;

(2) that in special cases sanctioned by the Deputy Commissioner at the instance of any farmer, I shall be bound to open new Depôts in any tract and to carry the requisite supply of arrack to such new Depôts or to any altered locality of the existing Depôts, provided the expense to me is not likely to be greater than maintaining and supplying present Depôts ;

(3) that as remuneration for my contract, the Government shall pay me at the end of each month an amount calculated at the rate of annas for every gallon of spirits conveyed by me from the Central Distillery to the Depôts, and shall also allow me actual wastage at a rate not exceeding one and a quarter per cent on the quantity of arrack removed by me from the Distillery and till actual delivery at the Depôts of the liquor to the farmers ;

(4) that the usual establishment required for such Depôts and the house rent shall be paid for by myself ;

(5) that the establishment at such Depôts shall keep such accounts as may be prescribed by the Excise Commissioner, and shall be under the control and orders of myself, and regard themselves as my servants ;

(6) that I shall conform to the Excise laws and rules now in force, and which may from time to time be issued by Government, and also to such rules of practice as may be prescribed by the Excise Commissioner ;

(7) that for the due fulfilment of the terms of this contract, I hereby deposit in the Huzur Treasury the sum of rupees five thousand in cash, (or Government Securities duly endorsed in favor of the Dewan) ;

(8) that I equally with the Depôt-keepers shall be bound by the conditions of the Depôt license, Appendix R of Arrack Rules,

(9) that I shall be bound to dismiss any of my servants on the requistion of the Excise Commissioner or the Deputy Commissioner of the District in which they may be employed, and appoint qualified men instead without delay.

(10) that I shall be bound to make good the loss accruing to Government and the farmers and separate shop-keepers by short stock or no stock in the said Depôts, or by my neglect or carelessness in not conveying the necessary supplies of arrack to the Depôts in due time ;

(11) that as the liability of the manufacturers ceases on delivery by them of spirits to me at the Distillery, all further liability or responsibility to account for the whole quantity of such spirits thenceforth, shall rest with me, and any diminution from any cause whatever, (Acts of God and the State's enemies and robbery by vis major excepted), over and above the aforesaid one and a quarter per cent wastage, shall be made good by me at the prescribed rate of still-head duty and price per gallon of 20° under-proof, and proportionately for higher or lower strengths ;

(12) that in case of any breach of the laws and rules or of the aforesaid conditions, or in case of any attempt at fraud by my servants, agents or employés, it shall be competent to the Excise Commissioner to impose upon them, or upon myself in the event of my neglect, a fine not exceeding Rs. 50 for every such breach or neglect, or, at the option of the Excise Commissioner to declare the money deposited by me forfeited ; and to cancel the contract with the previous sanction of Government ;

(13) that the imposition of a fine, or the forfeiture of the deposit, or the cancelment of the contract, shall not be held to prevent prosecution for any offence committed under any law for the time being in force ; and

(14) that this contract shall not be transferable except with the consent of the Excise Commissioner subject to the approval of Government.

In witness whereof I, , hereunto set my hand and seal this day of 189 .

Sealed, signed and delivered in the presence of us :—

Witnesses :—

1.

2.